

LABOUR DEPARTMENT

The 5th January, 1968

No. 12574-3Lab-67/215.—In pursuance of the provisions of section 7 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. Aryan Woollen Mills, Panipat :—

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK

Reference No. 50 of 1967

between

THE WORKMEN AND THE MANAGEMENT OF M/S ARYAN WOOLLEN MILLS, PANIPAT

Present :

Shri Ragbir Singh for the workmen.

Shri R. L. Gupta, for the management.

AWARD

In pursuance of the provisions of sub-section (3) of section 10-A of the Industrial Disputes Act, 1947, the Governor of Haryana has been pleased to publish the following arbitration agreement arrived at between the workmen and the management of M/s Aryan Woollen Mills, Panipat,—vide Gazette notification No. 284-SF-III-Lab-67, dated 20th July, 1967 :—

Whether the signature on the resignation, dated 23rd April, 1967 of Shri Jai Bhagwan submitted to the management is genuine and in order ? If not, to what relief and exact amount of compensation he is entitled to ?

The facts of the case briefly stated are that the workman Shri Jai Bhagwan was employed as a Spinner in M/s Aryan Woollen Mills, Panipat. His services were terminated on 23rd April, 1967. The case of the management is that the workman resigned his job by submitting a letter of resignation, dated 23rd April, 1967 while the workman maintains that his services have been terminated without assigning any reason and his alleged signatures of the letter of resignation were not genuine.

On receipt of the arbitration agreement usual notices were issued to the parties. On behalf of the workman it is stated that he was a permanent employee of the respondent mills and that his services were terminated on 25th April, 1967 without giving any reason and without any prior notice. It is alleged that during the conciliation proceedings the management produced a letter of resignation said to have been submitted by him but in fact he had never submitted any resignation and the signatures on the letter of resignation produced by the management were not genuine.

On behalf of the management it is submitted that the workman Shri Jai Bhagwan had denied his signatures on the letter of resignation, dated 23rd April, 1967 marked Ex. M/1 and the only point in controversy between the parties was whether the signatures on the said letter were genuine and the parties had entered into an arbitration agreement to get a judicial verdict regarding the correctness of the signatures on the letter of resignation.

The following issues were framed :—

(1) Whether the workman Shri Jai Bhagwan resigned his service,—vide his letter of resignation, dated 23rd April, 1967 and this letter bears his signatures which are genuine and in order ?

(2) If not, to what relief and exact amount of compensation is he entitled ?

The management produced two witnesses in support of their case, namely, Sarveshri Rattan Lal Aggarwal, Handwriting Expert and Kali Ram, their Time-keeper. Shri Kali Ram has produced leave applications marked Ex. M 2 to M/10 said to have been received from the workman Shri Jai Bhagwan. Shri Kali Ram says that he received these applications in the course of his duties and that the workman concerned was actually on leave on the days for which these leave applications were received. He further says that on 23rd April, 1967 one workman Shri Jai Bhagwan personally came to him at about 5.15 p.m. with a letter of resignation marked Ex. M/1 and said that his account may be settled. The witness says that he showed this application to the proprietor Shri Bala Pal Singh who said that the account of the workman may be settled and as it was late he asked the workman to come on the next working day, i.e. 25th April, 1967, when the amount due to him would be calculated and paid to him. The witness says that the workman wanted that the wages in lieu of the leave due to him should be paid to him and not entitled to any wages on account of leave due at which the workman said that he would not take anything and went away. The witness further says that he had seen the workman writing and signing the letter of resignation and that the letter of resignation Ex. M/1 as also the leave applications marked Ex. M/2 to M/10 were the genuine of the workman. The Handwriting Expert Shri Rattan Lal Aggarwal has stated that he has examined the disputed signatures marked Ex. M/1 on the letter of resignation Ex. M/1 and compared the same with the signatures on the leave applications Ex. M/2 to M/6/1 which are admitted and also with the signatures on the leave applications marked Ex. M/7 and M/8. The signatures Ex. M/2/1 to M/6/1 being admitted have been taken as standard signatures and have been marked as 8-2 to 8-6. The Handwriting Expert has taken enlarged photographs of the admitted signatures and also admitted signatures. After carefully comparing the admitted signatures with the disputed signatures the witness is of the opinion that the disputed signatures were also made by the person who wrote the

admitted signatures. The witness gave his written opinion giving detail reasons which is marked Ex. M.W.1/10. The witness in his evidence also gave his reasons for arriving at the opinion and he has been cross-examined at length on behalf of the workman.

The workman in rebuttal has produced Sarvshri Dharam Vir and Ram Singh, his co-workers and has himself come into the witness-box. Both the witnesses, namely, Sarvshri Dharam Vir and Ram Singh, stated that they have seen the workman Shri Jai Bhagwan writing and could identify his signatures. So far as Shri Dharam Vir is concerned, he has finished the case of the workman and says that the document marked Ex. M/1, M/7, M/8, M/2, M/3, M/4, M/5, M/6 and M/10 bear the signatures of Shri Jai Bhagwan. It must be noted that Ex. M/1 is the disputed letter of resignation. Shri Ram Singh of course says that Ex. M/1 does not bear the signatures of Shri Jai Bhagwan and Shri Jai Bhagwan has of course denied his signatures on this letter of resignation.

The contention of the learned representative of the workman is that the management have not produced any witness who says that Shri Jai Bhagwan himself wrote his name on the letter of resignation Ex. M/1 in his presence and therefore it would not be safe to hold that the signatures of Shri Jai Bhagwan on the letter of resignation are proved. It is submitted that the disputed signatures cannot be said to be satisfactorily proved merely on the basis of the opinion of the Handwriting Expert. In support of this contention reliance has been placed on A.I.R. 1957 Avdh-180 Full Bench and A.I.R. 1937 Patna 328.

I have carefully considered the submissions of the learned representative of the workman and have gone through the authorities cited by him. In case the submissions of the learned representative of the workman are accepted and it is held that the opinion of the Handwritten Expert has no value at all unless supported by other independent evidence it would mean that it is sheer waste of time to record the evidence of a Handwriting Expert. The authorities cited by the learned representative of the workman do not support the proposition enunciated by him. There is no warrant for the proposition that the evidence of the Handwriting Expert is wholly useless unless corroborated by the other evidence. Moreover, we have already seen that Shri Dharam Vir witness produced on behalf of the workman supports the case of the management that the letter of resignation Ex. M/1 bears the signature of the workman. The Handwriting Expert has given cogent reasons for arriving at his opinion that the signatures of the workman on the letter of resignation are not forged. He has been cross-examined at length and I see no reason to come to a different conclusion. I, therefore, hold that the signatures on the letter of resignation are proved to be genuine. The learned representative of the management contends that the duty of the Court is only to determine whether the signatures on the letter of resignation are genuine and this Court has not been called upon to adjudicate on the question whether the letter of resignation is itself genuine, i.e. whether the workman in fact resigned his job or not. The learned representative of the management has, however, not been able to explain what is the significance of the words "in order" which appear in the arbitration agreement arrived at between the parties and how the management would be helped if in fact the workman is not proved to have resigned his job and the letter of resignation is not held to be genuine. The workman does not say that he voluntarily resigned his job. On the other hand he is aggrieved by reason of the termination of the services and the management has come with the plea that the workman has himself resigned from service and the real controversy between the parties is whether the workman has in fact resigned his job. It is no doubt true that when confronted with his letter of resignation the workman denied his signatures on it but it does not mean that the letter of resignation is proved to be genuine merely if it is proved that the signatures on this letter are genuine. What the management in fact is required to prove is whether the workman has himself resigned from his service and that his services have not been terminated by the management. No evidence has been led by the management on this point although under the issue as framed the management had an opportunity to produce all the evidence they considered fit for the purpose of proving that the workman had submitted his letter of resignation the whole of which was genuine and that he had in fact resigned. Since under the arbitration agreement Court has only been called upon to adjudicate on the question whether the signatures on the letter of resignation dated 23rd April, 1967 is genuine, I hold that the signatures under this letter is proved to be genuine but there is no evidence that the whole of the letter is genuine and the workman in fact resigned his job.

Issue No. 2.—Since no finding is being given on the question whether the workman in fact resigned his job or not it is not possible to say to what relief or the exact amount of compensation he is entitled. No order as to costs.

P. N. THUKRAL,

Presiding Officer,

Labour Court, Rohtak.

Dated the 16th December, 1967.

No. 1788, dated 25th December, 1967

This award is submitted to the Secretary to Government, Haryana, Labour and Employment Department Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,

Presiding Officer,

Labour Court, Rohtak.

No. 12349-3Lab-67/217.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to

publish the following Arbitration Award of Shri R.J. Ambwani, Labour Officer-cum-Conciliation Officer, Karnal, in respect of the dispute between the workmen and management of M/s Karnal Tonga Drivers Co-operative Transport Society Ltd., Kunjpura (Karnal).

BEFORE SHRI R. J. AMBWANI, LABOUR OFFICER-CUM-CONCILIATION
OFFICER, KARNAL, ARBITRATOR IN THE MATTER OF INDUS-
TRIAL DISPUTE

between

SHRI DEWAN CHAND CONDUCTOR AND THE MANAGEMENT OF M/S
THE KARNAL TONGA DRIVERS CO-OPERATIVE TRANSPORT
SOCIETY, KUNJPURA. (KARNAL).

AWARD

The above said industrial dispute was referred to my arbitration *vide* Haryana Government notification number 274-3F-III-Lab-67/20910, dated the 20th July, 1967 published in *Haryana Government Gazette*. Notices were issued to the parties to submit their statement of claims and written statements etc. which they filed on 17th August 1967. The following issues were struck as a result of the pleadings of the parties:—

- (1) Whether Shri Diwan Chand Conductor is not a workman and his case is not covered under the Industrial Disputes Act ?
- (2) Whether the termination of services of Shri Dewan Chand, Conductor are justified for the reasons given in the statement ?
- (3) Whether Shri Dewan Chand was a Vice-President, when he was given the duties of the conductor and what is its effect ?
- (4) Whether Shri Dewan Chand being a share-holder of the society is bound by the resolution of the General Body of the Society ?
- (5) In case the above issues are decided against the management to what relief Shri Dewan Chand is entitled to ?

The case was fixed for today the 30th November, 1967 for the evidence of the parties but at the appointed time the parties appeared and stated that they have settled the matter mutually. Their statements were recorded and according to which it was agreed that Shri Dewan Chand conductor will be paid a sum of Rs 700/- in full and final settlement of all his claims upto-date and he will have no right for employment. The parties desired that an award may be given accordingly. I award accordingly.

R.J. AMBWANI,
Labour Officer-cum-
Conciliation Officer,
Karnal, Arbitrator.

Submitted to the Secretary to the Government of Haryana, Labour and Employment Department under section 10-A (4) of the Industrial Disputes Act, 1947, for information, and necessary action.

R.J. AMBWANI,
Arbitrator,
Labour Officer-cum-
Conciliation Officer,
Karnal.

R.I.N. AHOOJA, Secy.

REVENUE DEPARTMENT

WAR JAGIR

The 4th January, 1968

No. 7531-R.V. 67/74 —Consequent upon the death of Shri Hira Nand, Oberoi, son of Shri Lakhmi Dass, 50 Ghosi Mandi Ambala Cantt. on 22nd April, 1966, the President of India in exercise of the power conferred upon him *vide* sections 2(a) (i) and 3(i) (a)

read with Proviso to section 4, of the *Ers Punjab War Awards Act 1947*, as amended to date is pleased to order that the war jagir of the annua value of Rs. 100 (one hundred only) sanctioned in his favour with effect from Kharif 1914 *vide* Composite Punjab Government Notification No 11829-JN(II)-65/1100, dated the 21st December 1965, shall now continue in favour of Shrimati Jiwar Devi widow of the said Shri Hira Nand, subject to such conditions as to its enjoyment as are contained in the Sanad of the Jagir granted to him.